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AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS  
ARKPORT CENTRAL SCHOOL DISTRICT

and the

ARKPORT FACULTY ASSOCIATION

7/1 6/30  
2001-2005

**RECEIVED**

JAN 13 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **PREAMBLE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between the Superintendent of Schools of the Arkport Central School District and the Arkport Faculty Association.

## **WITNESSETH**

The parties have reached certain understandings that they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 1 - RECOGNITION**

**§ 1.1 Recognition • unit defined.** The District having determined that the Association is supported by a majority of the teachers in a unit composed of all certified personnel except the Superintendent, the director of student services, the school psychologist, the K-12 Building Principal and the assistant to the principal hereby recognizes the Association as the exclusive negotiating agent for the teachers in such unit.

**§ 1.2 Responsibility.** Both parties accept the responsibility for fulfillment of their Agreement obligations.

## **ARTICLE 2 - DEFINITIONS**

**§ 2.1 Definitions.** As used in this Agreement:

- (a) The term "Association" means the Arkport Faculty Association.
- (b) The term "Board" means the Board of Education of the Arkport Central School District.
- (c) The term "District" means the Arkport Central School District.
- (d) The term "Superintendent" means the Superintendent of Schools of the Arkport Central School District or his designee.
- (e) The term "teacher" means any person represented by the Arkport Faculty Association as his negotiating representative.
- (f) The term "regular substitute" means a substitute teacher who is hired to replace a teacher who is on an unpaid leave of absence known in advance to be for a period equal to a semester or more.

**§ 2.2 Gender and number.** Whenever the context so requires, the use of words in this Agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 3 - DISTRICT/ASSOCIATION COMMUNICATIONS AND COOPERATION**

**§ 3.1 Communications.** The Association may address the Board with the requirements set forth in Procedures for Board Meetings.

§ 3.2 **Board agenda.** A copy of the official agenda for each Board meeting and any attached documents other than confidential matters will be given to the Association prior to each Board meeting.

#### ARTICLE 4 - PROFESSIONAL DEVELOPMENT

§ 4.1 **Intent of the parties.** The District and the Association recognize the value of professional conferences and visitation. It is the intention of the Superintendent and the Association to encourage teachers in activities that promote self-improvement.

§ 4.2 **Budget.** An item that will reflect the sum the District might properly spend for such purposes will be included in the budget each year.

§ 4.3 **Request to attend.** Teachers who can justify attending a professional conference or visitation are to submit a request in writing to the administration.

§ 4.4 **Right to attend.** Insofar as possible each teacher shall have the privilege of attending one (1) professional conference or visitation annually subject to administrative approval.

§ 4.5 **Additional conferences.** Conferences where teachers accompany pupils to meetings where a teacher is to be a featured participant or recipient of an award or where a teacher is requested or invited by school officials shall not replace the above privilege. Such conferences may be attended with the approval of the Superintendent or the Board.

§ 4.6 **Reporting.** Teachers attending a conference or visitation will be expected to share with their colleagues who did not attend valuable ideas gleaned from the conference or visitation. They will also be required to submit a written report to the Superintendent within ten (10) days that shall contain a concise summary of the function attended.

§ 4.7 **Professional development.** Teachers who voluntarily request to attend the BOCES' sponsored staff development training shall receive District approval to participate on a first come first approved basis within the limits of funds budgeted by the District for a given year. Newly hired teachers will be permitted to attend one (1) BOCES' provided staff development in their first two (2) years of employment if they so request.

#### ARTICLE 5 - ASSOCIATION PRIVILEGES

§ 5.1 **Use of building.** The Association may, with administrative approval, use the school building for Association meetings. Such meetings shall be consistent with Education Law 414 and shall not conflict with previously scheduled meetings called by the administration.

§ 5.2 **Release time.** The Association shall be granted up to five (5) days for designated representation to attend to Association business. Except in an emergency situation, the Association shall notify the District at least forty-eight (48) hours in advance of the intended use of the day. The Association will reimburse the District the cost of the substitute's salary if a substitute is used.

#### ARTICLE 6 - IN-SERVICE TRAINING AND STAFF DEVELOPMENT

§ 6.1 **Training provided.** As a part of the District's continuing commitment to improve instruction, teachers may be asked to participate in in-service training including clinical supervision concepts for professional growth.

(a) All training shall be conducted during work hours within the teacher work year. However, teachers may voluntarily agree to participate at times other than during the regular workday or work year.



(b) All costs for such training shall be borne by the District.

(c) Teachers who participate in the training are under no obligation to participate in formative evaluations of other teachers except for those teachers who volunteer for mentor programs or other peer assistance programs. By volunteering, these teachers agree to assist with the formative evaluations of other teachers.

## ARTICLE 7 - TEACHING CONDITIONS

**§ 7.1 Class size.** The administration will strive to keep class sizes and student loads within the range recommended by the State Education Department.

**§ 7.2 Length of workday.** Teachers' duty day shall be from 8:00 a.m. until 3:30 p.m. For the purpose of calculating half days, the day shall be divided at 11:30 p.m. Exceptions and varying circumstances for early dismissal shall be cleared with the Superintendent. Teachers may leave every Friday at 3:15 p.m. and on days immediately preceding vacations as soon as the regular buses have departed and duties are completed.

**§ 7.3 Preparation time.** Each secondary teacher will receive at least one (1) period per day release time from teaching supervision excluding the duty free lunch. Each elementary teacher will receive a total of at least two hundred (200) minutes release time from teaching supervision each week, exclusive of the duty free lunch. In scheduling this release time, at least twenty (20) consecutive minutes shall be provided each day. The release time shall be provided within the student in-school day. A teacher may agree to voluntarily waive the minimum daily preparation time specified above. In this event, the Association President will be notified.

**§ 7.4 Reduction in force.** In the event the District abolishes a bargaining unit position, the District shall, whenever possible, use attrition to maintain the existing staff. If it is not possible to use attrition, seniority (as defined by Education Law) shall be applied.

**§ 7.5 Subcontracting for extracurricular.** In the event that no teacher applies for an extracurricular position, the District may negotiate the stipend for the position(s) with an individual from outside the unit. If the District pays a stipend in excess of the existing contract salary for any position, the contract shall be amended effective that date to reflect the higher amount.

**§ 7.6 Chaperones.** All school affairs, including decorating, shall have adult chaperones. The number of chaperones shall be determined by the administration based on the anticipated attendance due to the nature of the event. Insofar as possible individual teacher preference will be considered. Chaperones will only receive the reimbursement specified in Appendix B if they have been approved in advance by the administration.

**§ 7.7 Handbook available.** The administration shall provide a current handbook for each teacher at the beginning of the school year. The Association will share the responsibility for the task of annually reviewing the handbook.

**§ 7.8 Work year.** The teacher work year shall be no more than one hundred eighty-three (183) days, including Superintendent conference days. The District shall continue its practice of providing release time (i.e. without students in attendance) to elementary teachers during the last week of school to enable them to attend to end of the year duties providing the one hundred eighty (180) instructional day minimum has been met. Effective July 1<sup>st</sup>, 1997 the one hundred eighty-three (183) days will be changed to one hundred eighty-five (185) days. The two (2) additional teacher workdays will, however, only be used for staff development and will be scheduled by mutual agreement between the Association and the Superintendent. Effective July 1<sup>st</sup>, 1999 the two (2) additional teacher workdays

will be used as student instructional days. These two (2) additional days will also be scheduled by mutual agreement between the Association and the Superintendent.

**§ 7.9 Procedure for assigning lunch duty.**

(a) If the administration determines that a teacher being on duty in the cafeteria while students eat lunch is required, it will assign available teachers to lunch duty. This assignment will be done on as much of an equitable basis as possible.

(b) Teachers assigned to lunch duty on a daily basis will not be given any other supervisory duties.

(c) To the extent possible, the assignment of a teacher to lunch duty shall not infringe upon the teacher's right to have a duty free lunch during the hours scheduled for students to eat lunch (11:00 a.m. to 12:30 p.m.).

(d) All students will be given a copy of the expected behavior while they are in the cafeteria together with the punishment for violating such behavior.

(e) Cafeteria aides assigned to supervise the cafeteria while teachers are on lunch duty will be given the necessary authority and administrative support to enforce the expected student behavior.

**ARTICLE 8 - FACULTY RESPONSIBILITY • STUDENT DISCIPLINE**

**§ 8.1 Faculty responsibility.**

(a) Teachers shall share the responsibility for supervising the behavior of the students and for seeing that they meet the standards of conduct that have been or may hereafter be established by the Board or its agents.

(b) Teachers shall cope with most behavior difficulties through a well-planned classroom program that includes provision for individual differences, is vitally interesting and accounts for participation of all students.

**§ 8.2 Problem pupils • disruptive pupils.**

(a) If there is a problem case, it should be referred to the K-12 Building Principal by the teacher. If the desired improvement does not result, the teacher involved and the Principal will meet with the pupil. A person in parental relationship to the pupil may also be involved. If additional assistance becomes necessary, the Superintendent will be notified. At this point, the Superintendent will determine the next course of action to be taken.

(b) The District's Code of Conduct for Students is herein incorporated by reference and will be included in the current Teachers' Handbook. Teachers referring a student to the appropriate administrator shall do so by completing a referral form provided by the District. Teachers shall have the option of sending the form with the student or transmitting it to the administrator by another manner.

**ARTICLE 9 - TEACHER EVALUATION**

**§ 9.1 Purposes.**

(a) The primary purposes of the evaluation of the teaching staff are for improvement of instruction (formative evaluation) and for retention and dismissal (summative evaluation). Formative evaluation is understood to be an ongoing process that directly involves the individual teacher in activities

intended to improve or revitalize his teaching performance. Formative evaluation provides a system for the assessment of specific teaching skills in order to assure their reinforcement, refinement or improvement. Summative evaluation is a process that leads to a comprehensive judgment of a teacher's professional competence and may lead to discipline or dismissal of a teacher.

(b) Formative evaluation (including the concepts of clinical supervision) observations, materials or procedures will not be used in any teacher discipline or dismissal. A teacher or mentor who assists other teachers using the formative evaluation process shall not have his opinion sought in any case, including, but not limited to, discipline or dismissal, by any of the parties involved.

**§ 9.2 Procedure • summative evaluations.** The following procedure shall apply to all summative evaluations:

(a) The performance of all teachers shall be constantly reviewed. Evaluation shall be thorough, fair and objective. It shall be designed to assist teachers in the growth and development of professional abilities as well as to identify areas of strength and weakness.

(b) The Superintendent and the administrative staff are the primary evaluators of a teacher's competency and are responsible for conducting all formal observations and subsequent evaluations, including the annual performance review of each teacher.

(c) Tenured teachers shall have an annual performance review that will include at least one observation and a performance review conference with an administrator. Said conference may include a review of the District's Teacher's Job Description as it applies to the individual teacher.

d) Probationary teachers shall be observed and evaluated at least two (2) times per year and three (3) times during their first year, one of these times by the Superintendent. In the case of newly hired teachers, at least two (2) of the observations and subsequent evaluations shall be during their first semester of employment.

(e) After each observation, the observer shall meet with the teacher as soon as possible to discuss the observation. The observer shall supply a written evaluation of the lesson for the teacher. The teacher may attach a statement to the evaluation. The teacher will sign the evaluation report, return it to the proper administrator and it shall be filed.

(f) Each evaluation shall acknowledge the strengths of the teacher evaluated, as well as deficiencies, if any. If the evaluator indicates that the teacher's performance needs improvement, he will indicate positive, reasonable suggestions for the teacher to accomplish the suggested improvement.

(g) If an evaluator notes that a teacher is deficient in his performance, the teacher may request and receive an additional observation and written evaluation for the noted deficiency. The request shall be made in writing and shall be submitted to the Superintendent in a timely manner.

**§ 9.3 Job description.** The District will provide each teacher with a written job description that will be used in conjunction with evaluating his performance.

**§ 9.4 Procedures • formative evaluation.** The following procedures shall apply to all formative evaluation:

(a) Mentors and/or certain experienced teachers may, upon request by the Superintendent, augment the administrative staff with some observations and reports designed only to assist other teachers in the growth and development of professional abilities, subject to the following conditions:

(1) Such observation shall be done for constructive purposes and shall only be done with the consent of the teacher.

(2) The Association and the administration shall jointly determine the nature and format of such observations and reports.

(3) The person asked to do the observing shall be certified in the subject in which he is asked to do the observing and shall have had at least three (3) years of teaching experience.

(4) In cases where a teacher feels he cannot be objective in his observations, he shall have the right to refuse to observe another teacher.

## **ARTICLE 10 - DISCIPLINE/DISMISSAL**

**§10.1 Written warning.** In the event that the District is considering the dismissal of a teacher, it will provide at least one (1) written warning and will schedule a meeting between the supervisor and the teacher for the purpose of improving his performance in order to continue his employment.

**§10.2 Just cause.** No teacher shall be dismissed, reprimanded, reduced in rank or compensation, nor deprived of any professional advantage without just cause and compliance with Education Law and Commissioner's Regulations.

## **ARTICLE 11 - PERSONNEL FILE**

**§11.1 Right to inspect • notification of complaints.** Each teacher may inspect his personnel folder. The teacher may submit answers to material included in the folder. The teacher will sign and date the folder following the review. Before the record of any complaint or derogatory material is placed in any District file, the teacher will have the opportunity to confront the complainant and/or to make a written reply to be attached thereto.

### **§11.2 Completeness of file.**

(a) If any teacher is to be recommended for dismissal, and the reason or one of the reasons is inadequate classroom performance, such inadequate performance shall be specified in the teacher's personnel file.

(b) All documentation used in the summative evaluation of a teacher must be placed in the teacher's personnel file in a timely manner.

## **ARTICLE 12 - LEAVES**

**§12.1 Sick leave.** Ten (10) month teachers will be granted thirteen (13) days' sick leave per year cumulative to one hundred eighty (180) days. Eleven (11) month teachers will be entitled to one (1) additional day of cumulative sick leave per year. Sick leave can be taken for personal illness or for serious illness in the immediate family (spouse, child, parent, father-in-law, mother-in-law, sister, brother) requiring the absence of the teacher from school. A doctor's certificate may be requested and must be submitted when asked for by the Superintendent. Teachers are encouraged to schedule non-emergency doctors' appointments during school holidays and vacation.

**§12.2 Bereavement leave.** When a teacher reports a death in the immediate family, the District will grant a leave of absence for one (1) week without loss of pay or deduction from sick leave or personal days. Attendance at the funeral of other relatives or close friends may be allowed with administrative approval where the presence of the teacher is deemed necessary.

### **§12.3 Personal leave.**

(a) Two (2) days (part of the sick leave entitlement) per year non-cumulative may be taken for personal reasons. A written request, (no reason need be stated), shall be forwarded to the Superintendent prior to absence. Administrative decision shall be returned in writing.

(b) A third (3rd) day of personal leave (part of the sick leave entitlement) may be granted each year at the discretion of the Superintendent. Teachers requesting this day must submit a written request that includes the reason for the absence. Administrative decisions shall be returned in writing.

(c) Personal leave will not usually be approved for days immediately preceding or immediately following school vacations. Personal leave may not be used to extend a vacation. Teachers who wish to use personal leave on the day immediately preceding or immediately following a vacation or holiday, for reasons other than extending a vacation, must submit a written request specifying the reason for the leave to the Superintendent at least three (3) days in advance unless there is an emergency situation. A teacher requesting to use personal leave on the day immediately preceding or immediately following a vacation or holiday shall only be granted the day if it is to be used for a matter which cannot be taken care of outside the regular school hours and for serious enough reasons to cause undue inconvenience and/or hardship. The Superintendent's response shall be in writing. The granting or denial of such requests shall be at the discretion of the Superintendent.

**§12.4 Court duty.** Teachers subpoenaed as witnesses or jurors will be paid the teaching salary they would have received during such period served as such witnesses or jurors. Such absence will be non-deductible from sick or personal leave.

**§12.5 Military leave.** Military leave shall be in accordance with New York State Law.

### **§12.6 Sick leave bank.**

(a) A sick leave bank will be established with a maximum of one hundred (100) days. The members of the faculty shall donate from their accumulated sick leave enough days to establish the annual one hundred (100) day maximum bank. The maximum number of days donated by a teacher in either of the two (2) years shall be two (2). No individual will be entitled to apply to the sick leave bank unless all current and accumulated sick leave has been exhausted, acceptable medical evidence is provided at appropriate intervals and he has made a contribution to the sick leave bank.

(b) A committee will be established to act on (approve or deny) requests for use of the bank. The committee will consist of the Association President or designee, the Superintendent or designee and one (1) other Association member appointed by the Association President. Committee decisions will be by unanimous agreement only. The rules and procedures governing the operation of the sick leave bank are set forth in a separate document that was agreed to during bargaining called Memorandum of Understanding, Sick Leave Bank Rules and Procedures.

**§12.7 Parental leave.** Teachers shall have the right to request and receive an unpaid leave for child care. The leave shall be for a maximum period of one (1) year providing, however, that a teacher may request an extension of said leave. Teachers requesting a parental leave shall submit their request in writing at least thirty (30) days in advance of the anticipated commencement of the leave.

**§12.8 Health leave.** A teacher who, for reasons of health, is advised by his physician, in concurrence with the school physician, to take a period of therapy may be granted up to one (1) year's leave without pay. Upon return from such leave, the teacher will be restored to the same or equivalent position, in accordance with §7.4 in this Agreement, held at the time leave was granted. A physician's statement will be required both at the commencement and close of such leave.

**§12.9 Unpaid leave.**

(a) Teachers who are on an unpaid leave of absence shall not accrue seniority credit.

(b) Teachers requesting an unpaid leave shall have said leave terminate at the end of a semester. In the event of a complicating factor such as a miscarriage, divorce, death of a child or spouse, etc., a teacher shall be permitted to return to work prior to the expected termination of the leave. In this event the teacher who wishes to terminate the leave before the anticipated return date shall give the District thirty (30) days' written notification.

**ARTICLE 13 - SABBATICAL LEAVE**

**§13.1 Purpose.** In the interest of encouraging independent research, achievement and professional growth, the District may grant leaves of absence for the purpose of study or research to teachers who have served the District for seven (7) or more consecutive years based on the following.

**§13.2 Number eligible.** No more than one (1) teacher will be granted a sabbatical leave at any one time.

**§13.3 Salary.** Remuneration during the leave shall be at the rate of full salary for one-half (1/2) year of leave or half salary for one (1) full year of leave.

**§13.4 Employment while on leave.** A teacher on sabbatical leave may engage in remunerative activities provided that they are related to or will facilitate accomplishment of the purpose for which the leave was granted.

**§13.5 Submitting request.** Requests for such leaves must be submitted to the District by January 1 of the year preceding the year of the leave.

**§13.6 Date for approval.** Approval of such leaves must be granted by March 1 of the year preceding the year of the leave.

**§13.7 Criteria for granting.** In approving applications for sabbatical leave, the District will apply the following criteria: administrative recommendation; years of service in the District; type of study or research planned; educational value of such study or research to the District, the relationship of the leave to the professional growth of the applicant; and the urgency of proposed study or research.

**§13.8 Maintenance of benefits.** All teachers on sabbatical leave shall be entitled to all benefits of regularly employed teachers in the District.

**§13.9 Return to employment.** A teacher who takes a sabbatical leave shall not voluntarily terminate his employment in the District for a two (2) year period following the expiration of such leave.

**§13.10 Report upon return.** Upon return from sabbatical leave, the teacher will file a written report of activities conducted while on sabbatical. The Superintendent may also request that a presentation be made to the professional staff and/or to the Board of Education.

**ARTICLE 14 - DEDUCTIONS**

**§14.1 Tax sheltered account.** Teachers may elect to voluntarily participate in a qualified tax sheltered account. Deductions must be made on a twenty-one (21) or twenty-six (26) pay basis only. Only three (3) changes in payroll deductions for tax sheltered annuities will be permitted each year. September, January and April will be the months when changes are allowed.

**§14.2 Dues deduction.**

(a) The District agrees to deduct Association dues of teachers who are members of the Association as said teachers individually and voluntarily authorize the District to deduct. The District shall transmit the monies promptly to the Association.

(b) By September 1, the Association shall certify to the District the current rate of membership dues of the Association in (a) above.

(c) Once authorized, deductions will be made in equal parts from all subsequent paychecks.

**§14.3 Payroll options.** Teachers will have the choice of receiving twenty-one (21) or twenty-six (26) payment installments. No changes will be made during the school year.

**§14.4 Direct deposit.** The District will establish direct deposit from teachers' paychecks with up to fifteen (15) financial institutions.

**ARTICLE 15 - HEALTH INSURANCE**

**§15.1 District contribution.** The District will pay one hundred percent (100%) of the teacher's health insurance premium, less one hundred dollars (\$100) to be contributed annually by single policy holders only and ninety percent (90%) of the dependent's cost for health insurance. Commencing July 1<sup>st</sup>, 2003, the District will pay ninety percent (90%) of the health insurance premium with ten percent (10%) paid by the employee.

**§15.2 Health care plan.** The insurance coverage shall be provided by the Steuben Area Schools Employees Benefit Plan.

**§15.3 Benefits maintained.** There shall be no reduction in benefits without the approval of the Association.

**§15.4 Retirees coverage.** Teachers at retirement will have their health insurance, then in force, continued as follows:

(a) The District will pay fifty percent (50%) of the premium for individual coverage and thirty-five percent (35%) of the premium for family coverage.

(b) The teacher retiring shall have his total accumulated sick leave days equated to a dollar value by multiplying the per diem certified short-term substitute's daily rate at the time of retirement by the number of accumulated days. This dollar value shall then be used to pay the difference in the premium and the percent paid by the District as per (a) above until the dollar value is exhausted. Thereafter the teacher may continue to participate by paying the difference in premium and the percent paid by the District. For purposes of this section only, the one hundred eighty (180) day limitation specified in §12.1 will be changed to two hundred (200) days.

(c) In the event that the death of the retiree occurs before this benefit is used up, the sick leave based payments will be canceled. This sick leave benefit is not transferable to the spouse, estate or other heirs of the deceased retiree. The spouse of the deceased teacher may, however, continue to participate in the Plan by paying the appropriate premium to the District.

(d) In addition to the dollar pool specified in (b) above, the teacher may at his option elect to defer receipt of part or all of the retirement incentive specified in Article 20 to be used to pay the

insurance premium. In this event, the provisions of (c) above shall not apply and the benefit shall accrue to the teacher's survivor or estate as applicable.

(e) Commencing July 1<sup>st</sup>, 2002, a retiring teacher may elect to waive receipt of the benefits described in (a) and (b) above. In this event, the following conditions will apply.

(1) The teacher will sign, at least one hundred eighty (180) calendar days before his effective date of retirement, an irrevocable waiver making him ineligible to receive this benefit at any time in the future; and,

(2) The District will pay the teacher a lump sum benefit equal to the value of the sick leave calculation described in (b) above with such payment payable on or before December 31<sup>st</sup> of the calendar year in which he retires.

(3) For the 2001-2003 school years only, the retiring teacher will have sixty (60) days from the distribution date of the 2001-2005 Agreement to state his wishes in writing as per (1) above.

(4) For the 2001-2003 school years only, the payment will be made on or before June 30<sup>th</sup>, 2003.

**§15.5 Payment in lieu of insurance.** Any teacher eligible for health care coverage who elects not to participate in the health care plan shall receive a one thousand dollar (\$1,000) annual payment in lieu of insurance subject to the following conditions:

(a) The teacher must complete a waiver of health care coverage form provided by the District.

(b) The teacher must supply the District with proof of health care coverage.

(c) The stipend shall be paid at the end of the school year in the form of a voucher with said payment to be in lieu of insurance.

(d) Teachers who terminate their services before the end of the school year shall have their annual payment prorated.

(e) Teachers who elect this option after July 1<sup>st</sup> of any school year shall have their annual payment prorated.

(f) Teachers who re-enter the Plan once they have elected to receive the annual payment shall have their payment prorated.

**§15.6 Prescription drug coverage.** Effective February 1<sup>st</sup>, 2003, the coverage for prescription drugs will be modified to provide a participant co-payment of five dollars (\$5.00) for generic drugs, fifteen dollars (\$15) for preferred brand drugs and forty dollars (\$40) for non-preferred brand drugs.

## **ARTICLE 16 - GROUP LIFE INSURANCE**

**§16.1 Amount of insurance.** The District is to make available to the teachers a group life insurance policy in the face amount of five thousand dollars (\$5,000).



## **ARTICLE 17 - GRIEVANCE PROCEDURE**

**§17.1 Purpose.** It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

### **§17.2 Definitions.**

(a) A "grievance" is any alleged violation of this Agreement, of the Teachers Handbook or any dispute with respect to their meaning or application.

(b) A "teacher" is any person in the unit covered by this Agreement.

(c) An "aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, the Association and (when it submits a grievance) the Board.

### **§17.3 Submission of grievances.**

(a) Before submitting a written grievance, the aggrieved party must attempt to resolve it informally.

(b) Each grievance shall be submitted in writing on the form set forth in Appendix A. Each written grievance shall identify the aggrieved party, the provision of this Agreement or the Teachers Handbook involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party.

(c) A grievance shall be deemed waived unless it is submitted within forty-five (45) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

(d) A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the K-12 Building Principal.

### **§17.4 Stage 1 • supervisor.**

(a) A teacher having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

(b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within one (1) calendar week after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render thereon in writing and present it to the teacher, his representative and the Association.

### **§17.5 Stage 2 • superintendent.**

(a) If the teacher initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 with the Superintendent may be filed within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

b) Within two (2) school days after receipt of the appeal, the Superintendent, or his duly authorized representative shall hold a hearing with the teacher, his representative and all other parties in interest.

(c) The Superintendent shall render a decision in writing to the teacher, his representative and the Association within five (5) school days after the conclusion of the hearing.

**§17.6 Stage 3 • board.**

(a) If the teacher and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Superintendent may be available for the use of the Board.

(b) Within ten (10) days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

(c) Within five (5) school days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

**§17.7 Stage 4 • arbitration.**

(a) After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to the American Arbitration Association (AAA) for arbitration by written notice to the Board within fifteen (15) school days of the decision at Stage 3. The parties shall then be bound by the rules of the AAA.

(b) The selected arbitrator will hear the matter promptly and will issue his decision no later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

(c) The arbitrator shall have no power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

(d) The decision of the arbitrator shall be advisory only.

(e) The cost for the services of the arbitrator will be borne equally by the Board and the Association.

**ARTICLE 18 - EXTRACURRICULAR ACTIVITIES**

**§18.1 Salary schedule for extracurricular activities.** Salaries for extracurricular activities are set forth in Appendices B and C.

**§18.2 Driving buses.** Coaches and advisors should not be required to drive buses to and from events. The decision will be made by the Superintendent. In the event a coach or advisor must be required to drive a bus to an event, a chaperone shall be hired.

**§18.3 Facilities.** The Athletic Director shall be responsible for directing the arrangements to provide athletic facilities.

**§18.4 Association notified of vacancies.** The Association will be notified of coaching or advisor openings as they occur so that members will have the opportunity to apply before appointments are made by the Board.

**§18.5 Athletic director.** Effective July 1<sup>st</sup>, 2003, the athletic director will receive the equivalent of two (2) preparation periods per day.

**§18.6 Extended seasons for athletic events.** For team play beyond a school's designated class in Section V in any sport, the total coaching salary will be divided by the number of weeks in the season, including practice, and this amount will be paid on a weekly basis for as long as the team continues in competition.

## **ARTICLE 19 - SALARY**

**§19.1 Salary schedules.** The 2001-2002, 2002-2003, 2003-2004 and 2004-2005 salary schedules are contained herein as Appendices D, E, F and G, respectively. Each returning teacher's salary base will be established by placement on the appropriate salary schedule in accordance with the number of years of credited service for each. As of July 1<sup>st</sup>, 2002, any teacher beyond step 20 shall receive a salary increase of two thousand dollars (\$2,000) for 2002-2003. As of July 1<sup>st</sup>, 2003, any teacher beyond step 20 shall have their prior year's base salary increased by three and nine-tenths percent (3.9%) for 2003-2004. As of July 1<sup>st</sup>, 2004, any teacher beyond step 20 shall receive a salary increase, above their prior year's base salary, of one thousand seven hundred fifty dollars (\$1,750) for 2004-2005.

**§19.2 New hires • no experience.** Newly hired teachers with no prior teaching experience shall be hired at step one (1) of the appropriate salary schedule with additional salary credit granted for hours beyond the bachelor's degree.

**§19.3 New hires • experience granted.** Newly hired teachers with prior teaching experience shall be hired on the step of the appropriate salary schedule in accordance with their years of District recognized teaching service with additional salary credit granted for hours beyond the bachelor's degree.

**§19.4 Additional credits.** Teachers with credit hours beyond the bachelor's degree will be granted an additional forty-seven dollars (\$47) per credit hour. Such credits must be claimed by October 1<sup>st</sup>.

**§19.5 Pay for master's degree.** In addition to the salary specified in the salary schedule, a teacher with an earned master's degree shall receive six hundred fifty dollars (\$650) in additional salary. Credit for a master's degree must be claimed by October 1<sup>st</sup>.

**§19.6 Credit for in-service courses not taken during school time.** Salary credit for in-service courses or workshops will be granted as follows.

(a) All in-service courses and workshops must be approved in advance by the Superintendent in order to receive salary credit.

(b) Salary credit shall be granted at the rate specified in §19.4 above.

(c) Each twenty (20) hours of classroom instruction shall equal one (1) credit hour.

(d) In-service courses or educational workshops of less than twenty (20) hours may be accumulated until the twenty (20) hour requirement is met. It shall be the responsibility of the individual teacher to maintain records verifying attendance until the twenty (20) hour multiple is reached.

(e) In order to receive salary credit, the teacher must submit his claim by the 1st of October.

**§19.7 Salary placement for teachers returning from an unpaid leave.**

(a) A teacher returning from an unpaid leave who was on leave for the equivalent of a semester or less shall be treated for salary purposes as if he had taught the entire year.

(b) A teacher returning from an unpaid leave who was on leave for more than the equivalent of a semester shall be paid a returning salary equivalent to that which a teacher in the District would be earning with the same number of actual years of experience and educational preparation. The time the teacher was on leave shall not be counted as experience.

**§19.8 Salary calculation for part-time teachers.**

(a) A teacher shall be considered to be part-time if he is appointed to an unencumbered position to work less than the teacher's normal workday, workweek or work year. All part-time teachers shall be covered by the terms and conditions set forth in this Agreement except as hereinafter provided.

(b) Teachers employed for full days and full weeks, but not for the teacher work year, will be paid one-tenth (1/10th) of the full-time annual salary for each full month worked and one-two hundredth (1/200th) of the full-time annual salary for each day worked other than a full month. Such teachers will be scheduled for daily preparation time and duty free lunch period comparable to full-time teachers.

(c) A part-time secondary teacher assigned to teach at least three (3) classes per day (or fifteen [15] classes per week) shall be provided a preparation period as well as any additional unassigned time (a.m. or p.m. depending on assignment) provided other secondary teachers. A part-time secondary teacher assigned to teach more than three (3) classes per day (or more than fifteen [15] classes per week) shall also be provided with a duty free lunch.

(d) A part-time elementary teacher assigned to teach at least one hundred sixty (160) minutes per day (or at least eight hundred [800] minutes per week) shall be provided the equivalent of one (1) preparation period (forty [40] minutes) as well as any additional unassigned time (a.m. or p.m.) provided other elementary teachers. A part-time elementary teacher assigned to teach more than one hundred sixty (160) minutes per day (or more than eight hundred [800] minutes per week) shall also be provided with a duty free lunch.

(e) Teachers employed to work less than a full day or a full week shall be paid on the basis of their FTE. The FTE shall be multiplied by the full-time annual salary to determine the salary for a part-time teaching position. FTEs will be calculated as follows: The total time the part-time teacher is to be at work (including the unassigned time specified in (c) and (d) above divided by the time in the teacher workday (rounded to two decimal places) shall be multiplied by the full-time annual salary.

(f) A teacher may agree to waive the guaranteed preparation period and/or the duty free lunch period and/or the unassigned time for salary purposes as specified in (c) and (d) above. In this event, the teacher shall be advised of this provision and shall sign a waiver of their benefits. He shall then have his salary determined as per (e) above based on the actual number of minutes of teaching. The Association shall be notified whenever a teacher signs such a waiver.

**§19.9 Regular substitutes.** Regular substitutes will be paid the entry salary with no credit for years of service, hours or a degree. All fringe benefits set forth herein (health insurance, leaves, etc.) will be provided.

**§19.10 Flexible Benefit Plan.** Effective March 1<sup>st</sup>, 1992, or as soon thereafter as possible, the District will establish a qualified Flexible Benefit Plan (IRS Section 125) subject to the following conditions.

- (a) The parties will mutually agree upon the selection of a third party administrator to process all claims.
- (b) The parties will mutually agree upon the wording of the Plan Document for the Plan.
- (c) All costs for the administration of the Plan will be borne by the District.

#### **ARTICLE 20 - RETIREMENT INCENTIVE • RESIGNATION NOTICE INCENTIVE**

**§20.1 Incentive amount.** Teachers who meet the eligibility requirements specified in this Article may be paid a lump sum of ten thousand dollars (\$10,000) as an incentive to retire. The District will report the payment as earnings for the last school year worked by the teacher and shall make such payment to the teacher on or before December 1 of the calendar year in which he retires. Effective July 1<sup>st</sup>, 2004, teachers who meet the eligibility requirements specified in this Article may be paid a lump sum of fifteen thousand dollars (\$15,000) as an incentive to retire.

**§20.2 Qualifications.** In order to be eligible for this benefit a teacher must:

- (a) be at least age fifty-five (55).
- (b) have at least twenty (20) years of credited New York State service, at least ten (10) of which must be in the District.
- (c) if enrolled in Retirement System Tier I he must retire at the end of the school year during which he first becomes eligible under the rules and regulations of the New York State Teachers' Retirement System (NYSTRS). He must give written notice to the District of his intent to retire. Such notice must be given before January 1<sup>st</sup> of the school year during which he first becomes eligible to retire. Failure to give the required notice shall constitute a waiver of eligibility for the retirement incentive.
- (d) if enrolled in Retirement System Tiers 2, 3 or 4 he must retire at the end of the school year in which he first becomes eligible to retire without penalty under the rules and regulations of the NYSTRS. A teacher who is otherwise eligible may voluntarily elect to retire earlier and accept the penalty. The phrase "without penalty" means to receive the normal benefit without an actuarial reduction for age and/or service. By January 1<sup>st</sup> of the calendar year in which he turns age 55, the teacher will give the District written notice of his intent to retire. Such written notice will be, 'I, \_\_\_\_\_, intend to retire on June 30, \_\_\_\_\_, the end of the school year in which there is no projected actuarial reduction for age and/or service under the current rules and regulations of the New York State Teachers' Retirement System.' Failure to give the required notice will constitute a waiver of eligibility for the retirement incentive.
- (e) Notwithstanding the provisions set forth in §20.2(d) above, any teacher who is a Tier 2, 3 or 4 member of the NYSTRS who is past the "first eligible without penalty" definition set forth in §20.2(d) will be considered to be first eligible if he:
  - (1) provides the intent to retire prior to January 1<sup>st</sup> 2002; and,
  - (2) retires at the end of the 2001-2002 school year.

**§20.3 Resignation notice incentive.** Any teacher intending to resign, except those eligible for the retirement incentive, shall be eligible to receive a payment of four hundred dollars (\$400) subject to the following conditions:

(a) A written notice of resignation or retirement must be submitted to the Superintendent at least six (6) months prior to the effective date but not later than January 1<sup>st</sup>.

(b) The payment shall be issued by a separate check payable with the teacher's last paycheck from the District.

## **ARTICLE 21 - DISTANCE LEARNING PROJECT (DLP)**

**§21.1 Terms and conditions agreed.** The Association and the District have discussed the terms and conditions of employment of teachers involved with the Distance Learning Project (DLP) and agree that the following shall apply to teachers.

**§21.2 Certification.** DLP classes shall be taught by teachers certified in the area they will be teaching.

**§21.3 Voluntary.** The teaching of DLP classes shall be strictly voluntary.

**§21.4 Annual assignments.** Assignments to teach DLP classes shall be made annually. Each DLP course to be offered shall be posted to permit teachers to apply.

**§21.5 Program to be supplemental.** The DLP program shall be supplemental and shall not be used to reduce the size of the Association.

**§21.6 Unit work.** DLP courses shall be considered to be Association work in the district from which they are transmitted.

**§21.7 No compensation.** There shall be no additional compensation for teaching a DLP class.

**§21.8 Additional preparations.** Teachers who teach DLP classes shall receive the equivalent of one (1) additional secondary preparation period per day for each class taught.

**§21.9 No adverse impact.** The DLP program shall not adversely affect the preparation time or workload of the rest of the teachers.

**§21.10 Class size.** The District shall make every effort to limit the class size of the DLP classes to a maximum of twenty (20) students.

**§21.11 Evaluation.** Evaluations of teachers teaching DLP classes shall be in accordance with the contract provisions of the district where the course originates. Tapes of lessons shall not be used for evaluation. Evaluators shall observe the teacher's class, rather than monitoring the television.

**§21.12 Technical assistance.** The District will provide someone to operate the transmitting equipment for the teacher transmitting the lesson when requested by the teacher.

**§21.13 Supervision of students.** The district(s) receiving the transmitted lesson shall assume full responsibility and liability for the supervision of students in the receiving school(s).

## ARTICLE 22 - LEGISLATIVE APPROVAL

**§22.1 Section 204-a of the Public Employees Fair Employment Act.** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE 23 - MISCELLANEOUS PROVISIONS

**§23.1 Complete agreement.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Before the District adopts a change in policy that affects wages, hours or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the District will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the District within five (5) calendar days after receipt of said notice.

**§23.2 Supremacy of agreement.** This Agreement shall supersede any rules, regulations or practices of the District that shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

**§23.3 Individual agreements.** Any individual arrangement, agreement or contract between the District and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

**§23.4 Severability.** If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provision(s) is/are determined to be illegal, the parties agree to renegotiate the affected article to a final form consistent with the law, preserving to the extent possible the intent of the parties.

### **§23.5 Copies.**

(a) Copies of the Agreement shall be retyped in total and printed at the expense of the District. A copy of the Agreement shall be furnished to all teachers now employed, or hereafter employed, within thirty (30) days after its execution or, in the case of new teachers, when first employed.

(b) The District will furnish the Association with ten (10) copies of the Agreement at no cost to the Association.

**§23.6 Benefits for part-time teachers.** All benefits provided within this contract shall be prorated for any teacher working less than full-time by a percentage the same as the amount of time they work. (Effective 09/01/91)

## ARTICLE 24 - DURATION OF AGREEMENT

**§24.1 Duration.** This Agreement shall continue in effect from July 1<sup>st</sup>, 2001 to June 30<sup>th</sup>, 2005 and all terms and conditions set forth herein shall remain in effect until a successor Agreement is

reached or unless altered by mutual agreement in writing between the parties.

ASSOCIATION:

Ellen M. Leyden

President

7/17/03

Date

DISTRICT:

William S. Luke

Superintendent

7/17/03

Date



**APPENDIX A - GRIEVANCE FORM**

**ARKPORT CENTRAL SCHOOL**

Date: \_\_\_\_\_

Teacher's Name: \_\_\_\_\_

Subject or Grade: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Settlement Desired: \_\_\_\_\_

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\_\_\_\_\_  
SIGNATURE OF TEACHER

\_\_\_\_\_  
SIGNATURE FOR ASSOCIATION

Immediate  
Supervisor's Reply: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF IMMEDIATE SUPERVISOR

\_\_\_\_\_  
DATE

Fill out in triplicate and distribute to:

- (1) Immediate Supervisor
- (2) Grievance Committee
- (3) Teacher

## APPENDIX B - EXTRACURRICULAR ACTIVITIES

ACTIVITY	2001-2002	2002-2003	2003-2004	2004-2005
Boys Varsity Soccer	\$1,876	\$1,951	\$2,029	\$2,090
Boys JV Soccer	\$1,434	\$1,491	\$1,551	\$1,598
Boys Modified Soccer	\$ 795	\$ 826	\$ 859	\$ 885
Varsity Cross-Country	\$1,876	\$1,951	\$2,029	\$2,090
Girls Varsity Soccer	\$1,876	\$1,951	\$2,029	\$2,090
Girls JV Soccer	\$1,434	\$1,491	\$1,551	\$1,598
Girls Modified Soccer	\$ 795	\$ 826	\$ 859	\$ 885
Girls Varsity Volleyball	\$1,876	\$1,951	\$2,029	\$2,090
Boys Varsity Volleyball	\$2,625	\$2,730	\$2,840	\$2,925
Boys Varsity Basketball	\$2,813	\$2,926	\$3,043	\$3,134
Boys JV Basketball	\$2,151	\$2,237	\$2,327	\$2,397
Boys Modified Basketball (1 team)	\$1,290	\$1,342	\$1,396	\$1,437
Boys Modified Basketball (2 teams)	\$1,936	\$2,013	\$2,094	\$2,157
Girls Varsity Basketball	\$2,813	\$2,926	\$3,043	\$3,134
Girls JV Basketball	\$2,151	\$2,237	\$2,327	\$2,397
Girls Modified Basketball (1 team)	\$1,290	\$1,342	\$1,396	\$1,437
Girls Modified Basketball (2 teams)	\$1,936	\$2,013	\$2,094	\$2,157
Varsity Bowling	\$ 552	\$ 574	\$ 597	\$ 615
Varsity Cheerleading	\$2,813	\$2,926	\$3,043	\$3,134
JV Cheerleading	\$2,151	\$2,237	\$2,327	\$2,397
Skiing	\$1,654	\$1,721	\$1,789	\$1,843
Boys Varsity Baseball	\$2,250	\$2,340	\$2,434	\$2,507
Boys JV Baseball	--	\$1,788	\$1,860	\$1,915
Boys Modified Baseball	\$1,191	\$1,239	\$1,289	\$1,327
Girls Varsity Softball	\$2,250	\$2,340	\$2,434	\$2,507
Girls JV Softball	--	\$1,788	\$1,860	\$1,915
Girls Modified Softball	\$1,191	\$1,239	\$1,289	\$1,327
Golf	\$1,876	\$1,951	\$2,029	\$2,090
JV Golf	\$1,434	\$1,491	\$1,551	\$1,598
Boys Varsity Track	\$2,250	\$2,340	\$2,434	\$2,507
Assistant Track Coach	\$1,687	\$1,754	\$1,825	\$1,879
Girls Varsity Track	\$2,250	\$2,340	\$2,434	\$2,507
Athletic Director	\$4,689	\$4,876	\$5,072	\$5,224
Varsity/JV B-ball Clock Operator*	--	\$ 800	\$ 832	\$ 866

\* Figure calculated at \$20/each JV or varsity game.

Assigned chaperones for all events, both home and away, will be at the rate of eleven dollars and ninety-two cents (\$11.92) per hour. Advisors for organizations holding dances shall not be entitled to chaperone pay.

## APPENDIX C - EXTRACURRICULAR ACTIVITIES

ACTIVITY	2001-2002	2002-2003	2003-2004	2004-2005
Junior High Play Dramatics	\$ 562	\$ 585	\$ 608	\$ 626
High School Play Dramatics	\$1,141	\$ 750	\$ 780	\$ 803
Choralier Director	\$1,152	\$1,198	\$1,246	\$1,283
Choralier Accompanist	\$ 552	\$ 574	\$ 597	\$ 615
Yearbook	\$2,008	\$2,500	\$2,600	\$2,678
AV Software	\$1,028	\$1,069	\$1,112	\$1,145
Marching Band Director	\$1,152	\$1,198	\$1,246	\$1,283
Senior Class Advisor (2*)	\$1,650	\$1,716	\$1,785	\$1,839
Junior Class Advisor (2*)	\$1,410	\$1,466	\$1,525	\$1,570
Sophomore Class Advisor (2*)	\$1,169	\$1,216	\$1,264	\$1,302
Freshman Class Advisor (2*)	\$1,169	\$1,216	\$1,264	\$1,302
Academic All-Stars	\$ 867	\$ 902	\$ 938	\$ 966
Ski Club Advisors (10*)	\$ 460	\$ 478	\$ 498	\$ 512
TOT Advisor	\$ 872	\$ 907	\$ 943	\$ 972
Academic and NHS Advisor	\$ 872	\$ 907	\$ 943	\$ 972
Student Council Advisor	\$ 584	\$ 608	\$ 632	\$ 651
Library Council Advisor	\$ 584	\$ 608	\$ 632	\$ 651
Color Guard/Majorettes	\$ 460	--	--	--
AV Coordinator	--	\$1,000	\$1,040	\$1,071
Color Guard	--	\$ 450	\$ 468	\$ 482
Majorettes	--	\$ 450	\$ 468	\$ 482
Drum Line	--	\$ 450	\$ 468	\$ 482
Dance Team	--	\$ 450	\$ 468	\$ 482
All-State Instrumental (2*)	--	\$ 400	\$ 416	\$ 428
All-State Vocal (2*)	--	\$ 400	\$ 416	\$ 428
All-County Instrumental (6*)	--	\$1,200	\$1,248	\$1,285
All-County Vocal (3*)	--	\$ 600	\$ 624	\$ 643
Solo Festival (3*)	--	\$ 900	\$ 936	\$ 964
HS Musical Artistic Director	--	\$1,000	\$1,040	\$1,071
HS Musical Vocal Director	--	\$ 800	\$ 832	\$ 857
HS Musical Accompanist (2*)	--	\$1,200	\$1,248	\$1,285

\* This number represents the maximum number of positions that may share/divide the stipend.

# APPENDIX D – 2001-2002 SALARY SCHEDULE

STEP	SERVICE	SALARY
1	1	\$32,000
2	2	\$33,000
3	3	\$33,500
4	4	\$34,500
5	5	\$35,000
6	6	\$35,600
7	7	\$36,500
8	8	\$37,400
9	9	\$38,300
10	10	\$39,200
11	11	\$40,200
12	12	\$41,300
13	13	\$42,300
14	14	\$43,400
15	15	\$44,600
16	16	\$45,800
17	17	\$47,000
18	18	\$48,300
19	19, 20, 21	\$49,500
20	22	\$50,800
21	23	\$52,000
22	24, 25, 26	\$54,500
23	27	\$55,000
24	28-33	\$58,900

# **APPENDIX E – 2002-2003 SALARY SCHEDULE**

STEP	SERVICE	SALARY
1	1	\$32,500
2	2	\$33,500
3	3	\$34,500
4	4	\$35,000
5	5	\$36,000
6	6	\$36,500
7	7	\$37,100
8	8	\$38,000
9	9	\$38,900
10	10	\$39,800
11	11	\$40,700
12	12	\$41,700
13	13	\$42,800
14	14	\$43,800
15	15	\$44,900
16	16	\$46,100
17	17	\$47,300
18	18	\$48,500
19	19	\$49,800
20	20, 21, 22	\$51,000
21+	Add \$2,000 to prior year's base salary	

# APPENDIX F – 2003-2004 SALARY SCHEDULE

STEP	SERVICE	SALARY
1	1	\$32,500
2	2	\$33,768
3	3	\$34,806
4	4	\$35,846
5	5	\$36,365
6	6	\$37,404
7	7	\$37,924
8	8	\$38,547
9	9	\$39,482
10	10	\$40,417
11	11	\$41,352
12	12	\$42,287
13	13	\$43,326
14	14	\$44,469
15	15	\$45,508
16	16	\$46,651
17	17	\$47,898
18	18	\$49,145
19	19	\$50,392
20	20	\$51,742
21+	Add 3.9% to prior year's base salary	

# APPENDIX G – 2004-2005 SALARY SCHEDULE

STEP	SERVICE	SALARY
1	1	\$33,000
2	2	\$34,250
3	3	\$35,518
4	4	\$36,556
5	5	\$37,596
6	6	\$38,115
7	7	\$39,154
8	8	\$39,674
9	9	\$40,297
10	10	\$41,232
11	11	\$42,167
12	12	\$43,102
13	13	\$44,037
14	14	\$45,076
15	15	\$46,219
16	16	\$47,258
17	17	\$48,401
18	18	\$49,648
19	19	\$50,895
20	20	\$52,142
21+	Add \$1,750 to prior year's base salary	

## APPENDIX H - GROUND RULES

(1) **Opening negotiations.** Either party may open negotiations for a successor agreement by giving written notice to the other party no earlier than ninety (90) days prior to the expiration of the current Agreement.

(2) **Commencing negotiations.** Upon written notice that either party wishes to commence negotiations for a successor agreement, the Superintendent and the Association's spokesperson will agree to meet to discuss a date to exchange proposals.

(3) **Authority.** The representatives for each side will be the legal representatives for the Association, Superintendent and Board. Each representative will have the authority to enter into tentative agreements.

(4) **Memorandum of Agreement.** All tentative agreements will be signed and dated by the Association and the Superintendent's representative when the tentative agreement is ready for presentation to the Association and the Board. All tentative agreements are subject to ratification by the Association and the Board.



## MEMORANDUM OF UNDERSTANDING

### SICK LEAVE BANK RULES AND PROCEDURES

(1) A teacher who has need for sick days to cover absences for illness for which the teacher has exhausted his sick leave and personal days will submit a written request to the chairperson of the sick leave bank committee after the teacher has been ill for at least three (3) consecutive workdays.

(2) The teacher making the request must state the nature of the illness and if possible the expected duration of the absence.

(3) The sick leave bank committee may upon its own initiative request additional verification of the illness such as a doctor's slip or detailed statement from the teacher.

(4) The sick leave bank committee will meet within five (5) workdays after receipt of the request to the sick leave bank committee of the need for days.

(5) A teacher may be granted sick leave days from the sick leave bank upon the third (3rd) day of absence, retroactive to the first day of absence.

(6) The sick leave bank committee chairperson shall notify the District business office of the granting of days and the number of days from the sick leave bank to be granted.

(7) A teacher whose illness continues beyond the allotment of sick days granted by the sick leave bank committee may make a request of the sick leave bank committee for additional days. The request may be filed no sooner than five (5) days prior to the expiration of the days initially granted by the sick leave bank committee. A statement from a medical professional must accompany the request to the sick leave bank committee.

(8) The sick leave bank committee may request additional verification of the illness, when in the opinion of the committee, there is reason to inquire into the need for sick days.

(9) A teacher in order to be eligible for sick leave days from the sick leave bank must be a member of the sick leave bank as a result of donating days to the sick leave bank.

(10) The decision to grant sick leave days to a member of the sick leave bank will be by unanimous vote.

(11) It is understood that sick leave days from the sick leave bank are to cover the same type of medically excused days allowed under the sick leave article of the contract.

(12) Teachers hired on or after July 1, 1991, may choose to have two (2) days deducted from his sick leave allotment for the first year of employment and the two (2) days will be credited to the sick leave bank.

(13) Every third (3<sup>rd</sup>) year of employment following initial employment a teacher may donate up to (2) days of sick leave to the bank as needed, unless the bank is at its maximum.

(14) During the first three (3) weeks of school of each school year the Association will hand each member of the bargaining unit a form to indicate the number of sick leave days, if any, a teacher will donate to the sick leave bank. The form will be signed and returned to the Association president who will, on or before October 1<sup>st</sup>, turn the slips designating the number of days each teacher is donating to the Superintendent.

(15) If the sick leave bank needs days to give to a teacher, the Association president may seek additional days from those teachers who have not donated two (2) days and turn the designating slips into the Superintendent.

(16) Beginning July 1<sup>st</sup>, 1994, teachers who borrow days from the sick leave bank will pay back days at a rate of five (5) days per year commencing with the school year immediately following the year in which the days were borrowed.

(17) A teacher who owes days to the sick leave bank and who dies while in service or who retires under a disability retirement provision will not be obligated to pay back any days owed to the sick leave bank.

(18) Any teacher who owed days to the sick leave bank as of June 30<sup>th</sup>, 1994, will have the balance of such days deleted.

(19) Effective July 1, 2000, a teacher may borrow days from the sick leave bank for up to one-third ( $1/3^{\text{rd}}$ ) of the school year and, therefore, cannot be in debt to the District for more than sixty-two (62) days.

## **TEAM PERFORMANCE PROGRAM**

The Association agrees that teachers will participate in the Team Performance Program. The district and association agree, however, that no aspect of the Team Performance Program will be used by the district for any evaluative purposes nor for a basis to determine teachers' salaries or salary increases.

# ARKPORT CENTRAL SCHOOL

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SUPERINTENDENT

MELODY M. TROY  
K-12 BUILDING PRINCIPAL

GLENN P. NILES  
DIR. OF STUDENT SERVICES

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BOARD OF EDUCATION

GARY M. MAHANY  
PRESIDENT

STEPHEN C. HOYT  
VICE PRESIDENT

ANN M. ROBINSON

ALAN L. MATTHEWS

REX A. SIMPSON

## MEMORANDUM OF UNDERSTANDING

The Superintendent of Schools of the Arkport Central School District and the Arkport Faculty Association have entered into this agreement on the 29th day of November, 2004, in order to modify the extracurricular activity stipend schedule appended to the contract between them dated July 17, 2003. The parties agree that these changes are necessary in order to add additional activities and modify others.


The schedule is amended as follows:

Modified Wrestling	\$770.00
Boys' Modified Basketball (if one team)	\$990.00
Boys' Modified Basketball (if two teams)	\$1,485.00
Girls' Modified Basketball (if one team)	\$990.00
Girls' Modified Basketball (if two teams)	\$1,485.00

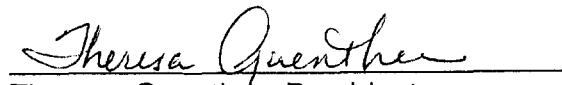
In the case of two teams, two coaches will split the \$1,485.00 stipend for either Boys' Modified Basketball or Girls' Modified Basketball.

The parties agree that this Memorandum of Understanding is considered a part of the agreement between the Superintendent of Schools of the Arkport Central School District and the Arkport Faculty Association, and will continue in force at the expiration of the contract as if it were a part of the agreement.

Dated: 11/29/04

  
William S. Locke  
Superintendent of Schools

Dated: 11/29/04

  
Theresa Guenther, President  
Arkport Faculty Association

